



**THE SCHOOL DISTRICT OF SPRINGFIELD R-12
PURCHASING DEPARTMENT
1458 E CHESTNUT EXPWY
SPRINGFIELD, MO 65802
(417) 523-0055**

Interoffice Use Only	

Invitation For Bid No.: S20B-0053	Issue Date: January 13, 2020	Title School Cafeteria Equipment Upgrades Pershing K-8
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Bids Must Be Received By The Purchasing Department At The Above Address No Later Than:

February 11, 2020 2:00 P.M.

All inquiries for information should be directed to the following individual:

Kasey Roberts
Phone: (417) 523-0055
Email: kmroberts@spsmail.org

Sealed bids should be submitted to the Purchasing Department at the above address.

Bids and Amendment(s), if any, are to be returned to the address listed above and are to be enclosed in a sealed envelope plainly labeled with the above title name and number, along with the due date, on the lower left hand corner of the envelope or package.

Faxed or Emailed bids will not be accepted. No Exceptions

In compliance with this Invitation for Bid (IFB), the bidder declares understanding and agrees to provide the items and/or services, in accordance with the terms and conditions, specifications, and requirements as stated herein and as modified by any issued amendments. The bidder also agrees that upon receipt of an official Purchase Order issued by District's Purchasing Department and signed by the Coordinator of Purchasing, a binding contract shall exist between the bidder and the District. Payment will occur no sooner than 30 days after receipt and acceptance of items and/or services or receipt of correct invoice whichever is later.

Company Name:	
Mailing Address:	
City, State, Zip:	
Phone Number:	Fax Number:
Contact Person:	Title:
Web Address:	Email Address:

Authorized Signature of Official

Date

Printed Name of Official

Title

TERMS AND CONDITIONS

1 TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a) **District** means the School District of Springfield R-12.
- b) **Amendment** means a written, official modification to an IFB or to a contract.
- c) **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d) **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e) **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f) **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- g) **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h) **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i) **Invitation for Bid (IFB)** means the solicitation document issued by the Purchasing Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j) **Pricing Page(s)** applies to the form(s) on which the bidder must state price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.

2 OPEN COMPETITION

- a) It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the District if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Purchasing Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least five (5) calendar days prior to the official bid opening date.
- b) The Buyer or the person identified in the IFB as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a IFB shall refer to the appropriate IFB number, page, and paragraph. Do not place the IFB number on the outside of the envelope containing the inquiry since it may then be identified as a bid and not be opened until after the IFB due date and time.
- c) Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than five (5) calendar days prior to the IFB opening date may not be answered.
- d) Bidders are cautioned that the only official position of the District is that which is issued by the Purchasing Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- e) The Purchasing Department reserves the right to officially amend or cancel an IFB after issuance.

3 PREPARATION OF BIDS

- a) Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b) Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c) Unless otherwise specifically stated in the IFB, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirements are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d) Bids lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e) All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f) Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- g) Prices offered shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- h) **Exceptions to Terms and Conditions:** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Vendor clearly identifies the specific paragraphs of the IFB where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Buyer in a written statement. The Vendor's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1) An Offer that takes exception to a material requirement of any part of the IFB, including terms and conditions, shall be rejected.
 - 2) All exceptions that are contained in the bid may result in rejection of the bidders Offer.
- i) **Subcontracts:** Vendor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- j) **Cost of Offer Preparation:** The District will not reimburse any Vendor the cost of responding to a IFB.
- k) **Solicitation Amendments/Addenda:** Unless otherwise stated in the IFB, each Solicitation Amendments or Addenda shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendments or Addenda shall result in rejection of the Offer.
- l) **Disclosure:** If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Vendor must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Vendor shall include a letter with its Offer

setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

4 SUBMISSION OF BIDS

- a) The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- b) A bid which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- c) A bid which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- d) Bidders submitting a bid to Purchasing Department must sign and return the IFB cover page and each Solicitation Amendments or Addenda in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

5 BID OPENING

- a) Bid openings are public on the opening date and at the opening time specified on the IFB document. The Purchasing Department will read aloud bidders name and pricing information. A bid tabulation will be prepared within a reasonable time and be available upon request. The Purchasing Department generally will not provide prices or other bid information via the telephone.
- b) It is the bidder's responsibility to ensure that the bid is received by the Purchasing Department by the official opening date and time.
- c) Bids which are not received by the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances as determined by the Purchasing Department.

6 PREFERENCES

- a) By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

7 EVALUATION/AWARD

- a) Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award.
- b) Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Purchasing Department to be in the best interest of the District.
- c) Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d) Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest responsible bid, considering price and responsibility of the bidder
- e) In the event all bidders fail to meet the same mandatory requirement in an IFB, the Purchasing Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Purchasing Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f) The Purchasing Department reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a re-bid, the Purchasing Department may negotiate for the required supplies and/or service.
- g) When evaluating a bid, the Purchasing Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h) Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i) Any award of a contract shall be made by notification from the Purchasing Department to the successful bidder. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the District.
- j) All bids and associated documentation which are submitted on or before the official opening date and time will be considered open records following the official opening of bids.
- k) The Purchasing Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l) Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- m) The Offer of a Vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- n) Final acceptance will be contingent upon the approval of The School District of Springfield R-12 Board of Education.

8 CONTRACT/PURCHASE ORDER

- a) By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b) A binding contract shall consist of: (1) the IFB, amendments thereto, (2) clarification of bid, if any, and (3) Purchasing Department acceptance of the bid by "notice of award" or by "purchase order."
- c) A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

9 INVOICING AND PAYMENT

- a) The District does not pay state or federal taxes unless otherwise required under law or regulation.
- b) Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c) The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Purchasing Department.
- d) Payment for all equipment, supplies, and/or services required herein shall be made at a minimum 30 day terms. The District shall not make any advance deposits.
- e) The District assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the District's rejection and shall be returned at the contractor's expense.

10 DELIVERY

- a) Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11 INSPECTION AND ACCEPTANCE

- a) No equipment, supplies, and/or services received by the District pursuant to a contract shall be deemed accepted until the District has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b) All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c) The District reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d) The District's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the District may have.

12 WARRANTY

- a) The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Purchasing Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b) Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of or payment for said equipment, supplies, and/or services.

13 CONTRACTUAL REMEDIES

- a) If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- b) Stop Work Order:
 - 1) The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- c) The rights and the remedies of the District under this Contract are not exclusive.
- d) Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e) The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or damages assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

14 CONTRACT TERMINATION

- a) The District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- b) The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of

influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- c) The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- d) In the event of material breach of the contractual obligations by the contractor, the Purchasing Department may cancel the contract. At its sole discretion, the Purchasing Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Purchasing Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- e) If the contractor fails to cure the breach or if circumstances demand immediate action, the Purchasing Department will issue a notice of cancellation terminating the contract immediately.
- f) If the Purchasing Department cancels the contract for breach, the Purchasing Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Purchasing Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- g) The contractor understands and agrees that funds required to fund the contract must be appropriated by the Board of Education for each fiscal year included within the contract period. The contract shall not be binding upon the District for any period in which funds have not been appropriated, and the District shall not be liable for any costs associated with termination caused by lack of appropriations.

15 GOVERNING LAW AND VENUE

- a) This contract shall be governed by Missouri law. The validity, construction, and effect of this contract and any claims arising under it shall also be governed by Missouri law. Any provision of this contract prohibited by Missouri law shall be deemed void and of no effect. Litigation arising out of or relating in any way to this contract or the performance there under shall be brought in a court located in Greene County, Missouri.

16 INDEMNIFICATION

- a) CONTRACTOR shall indemnify, defend, and hold harmless the Springfield R12 School District, its agents, board members, directors, officers, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of the Work caused by the negligent or wrongful acts or omissions of CONTRACTOR, any Subcontractor, any Supplier, or anyone for whose acts or omissions any of them may be liable. In cases of concurring fault, each party shall bear its share of the loss.
- b) In any and all claims against the Springfield R12 School District or any of its agents, board members, directors, officers, and employees, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts. Nothing contained herein shall be considered a waiver of the defenses of sovereign immunity, official immunity, or the public duty doctrine.
- c) This indemnification agreement shall survive termination or expiration of the Contract Documents.

17 COMMUNICATIONS AND NOTICES

- a) Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18 BANKRUPTCY OR INSOLVENCY

- a) Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b) Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19 CONFLICT OF INTEREST

- a) By submitting a bid, the contractor acknowledges that no employee of the District is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or any of the monies to be derived therefrom.

SPECIFICATIONS

1. Purpose:

The School District of Springfield R-12 (District) is seeking sealed competitive bids for the purchase of a new serving counter/window in the Pershing K-8 school cafeteria to include the removal/demolition of the current unit(s), installation as well as site clean-up according to the terms and conditions and specification stated herein.

2. General Requirements:

2.1. Pre-Bid Meeting/Site Walkthrough

- 2.1.1. A Pre-Bid Meeting/Site walkthrough will be held from **3:15 PM CST on Thursday, January 23, 2020**, at Pershing K-8. The Pre-Bid will consist of an overview of the requirements of the contract along with contractor questions. The Pre-Bid Meeting is not mandatory, although attendance is strongly encouraged.
- 2.1.2. The above date and time of the Pre-Bid Meeting/Site Walkthrough will be the **only** date and time the sites will be available for a walkthrough/site visit.
- 2.1.3. Bidders shall carefully examine the specifications, attachments including work site photos and review each work site; failure to do so will be at the bidder's risk.
- 2.1.4. Before submitting a bid, Bidders are strongly encouraged to examine the specifications, attend the Pre-Bid Meeting/Site walkthrough visit to view the work site(s), verify measurements, install site material and condition, and to fully inform themselves as to all existing conditions and limitations. Failure to do so will be at the bidder's risk.

2.2. Deadline for Questions

- 2.2.1. All questions shall be submitted in writing to the Purchasing Specialist, Kasey Roberts at kmroberts@spsmail.org by close of business on: **Thursday, January 30, 2020.**

2.3. Price:

- 2.3.1. All prices shall be as indicated on the pricing pages. The District shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.3.2. All prices shall include but not limited to the demolition, delivery of current equipment, and clean-up of current unit(s), inside delivery of new items, all parts and labor for installation, and site clean-up as stated herein.

2.4. Delivery Performance:

2.4.1. Time is of the essence. District requests for project to take place over Spring Break 2020; March 13-20, 2020.

2.4.2. The District intends to issue a Purchase Order on or before February 20, 2020.

2.4.3. The delivery of products shall be in accordance with the contracted delivery times stated herein to the District upon receipt of an authorized purchase order.

2.4.4. Delivery of products and installation should be coordinated with the District.

2.4.5. The equipment MUST be delivered in a closed truck with a lift gate, as it will be shipped to the site where dock access may not be available.

2.4.6. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery to the Purchasing Department in every instance.

2.4.7. Unloading and placing of the item(s), equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of any equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to the bidder. No help for unloading will be provided by the school district and suppliers should notify their carrier delivery agent accordingly.

2.4.8. White Glove Delivery required, carrier delivery agent should unload and place items in the room of site choice. White Glove Delivery includes but not limited to unpacking, installing casters, set up in place and working, removal/disposal of packing materials to include transporting through doors, hallways, stairs, etc. when applicable.

2.4.9. Any existing equipment in place will need to be removed and trash disposed of by selected vendor and the old equipment delivered to the District warehouse.

2.4.10. The new equipment will need to be delivered and installed to leave a working unit when completed.

2.4.11. A copy of the packing slip must be sent to the Purchasing Department at 1458 E Chestnut Expressway, Springfield MO 65802 to attention David Pelletier or emailed to dpelletier@spsmail.org to ensure prompt payment.

3. Warranty Work:

3.1. Warranty work must be performed by a local vendor. Once the work has been called in, a response is required within 5 hours if it is a freezer, refrigerator or holds refrigerated items. Non refrigerator/freezer equipment needs to respond to within a 24 hour time period. A space is provided in the pricing section to reference the vendor who will provide warranty work on the purchased equipment.

4. Bidder's Instructions and Requirements:

4.1. Description Of Product:

4.1.1. The bidder should state the manufacturer and product number for all products proposed in the response to this bid. It is the bidder's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.2. The bidder should state the warranty on each piece of equipment in the space provided on the pricing page.

4.3. Timeline for Installation:

4.3.1. Time is of the essence; the Contractor will promptly perform its duties under the contract and will give the work as much priority as is necessary to cause the work to be completed on a timely basis in accordance with the contract.

4.3.2. Time of Completion; notwithstanding the term of the Contract, the Contractor shall provide all goods and/or perform all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.

4.4. Freight, Shipping and Handling Charges:

4.4.1. All prices shall include all packing, handling, shipping and freight charges. The District shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the bid.

4.5. Substitutions:

4.5.1. The Contractor shall not substitute any item(s) that has been awarded to the Contractor without the prior written approval of the District. In the event an item becomes unavailable, the Contractor shall be responsible for providing a suitable item. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The District shall be the final authority as to acceptability of any proposed substitution.

4.6. Payments:

4.6.1. The Contractor shall submit invoice for services rendered in accordance with the bid. Payment will be made in a timely matter upon receipt of the invoice.

4.6.2. An original invoice shall be submitted and shall reference the purchase order number and the bid number and contain full descriptive information of item and/or services furnished.

4.7. Liabilities:

4.7.1. The Contractor shall agree that the District shall not be responsible for any liability incurred by the Contractor or the Contractor's employees.

5. Protection of Public Property:

5.1. The Contractor shall instruct their employees on exercising extreme care and every safety precaution to protect the children, adults and property.

5.2. The successful bidder shall be responsible for any damage or injury to persons or property, which may result from his fault or negligence in the performance of any services on District property.

5.3. Coordination:

5.3.1. The Contractor shall schedule installation with the District, desired installation and completion date are March 13 - 20, 2020 during Spring break, while the students and staff are out.

5.3.2. The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the District.

5.4. Unit of Measure:

5.4.1. If the unit of measure on the pricing pages is different from the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing pages.

5.5. Change Order:

5.5.1. No one can authorize any additions, deletions or changes to the work, before or during the contract, unless an approved change order has been issued by the District. The District will not be responsible for any additional charges unless an authorized change order has been issued.

5.6. Alternate Items:

5.6.1. The District wishes to purchase the brand and model number(s) listed on the pricing page.

5.7. Available Funds:

5.7.1. The District intends to purchase all items listed on the pricing page, however if the funds are not available, the District reserves the right to cut back quantities or items to fit within the allowed budget. As well as provide the pick-up and delivery of current equipment.

5.8. Bid Detail Requirements and Deviations:

5.8.1. It is the bidder's responsibility to submit a bid that meets all mandatory specification stated herein. The bidder should clearly identify any and all deviations from the specifications stated in the bid. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the District as to its acceptability and impact on competition.

5.9. Determination for Award:

5.9.1. The award of the new equipment within this IFB bid shall be made to the lowest priced responsive bidder. The District reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past five years. As deemed in its best interests, the District reserves the right to clarify any and all portions of any bidder's offer.

5.9.2. The District intends to award this bid on an all or none basis.

5.9.3. The District reserves the right to provide the removal of equipment and delivery of the current equipment at their discretion.

5.10. Bidders Responsibilities:

5.10.1. Before submitting a bid, Bidders are strongly encouraged to examine the specifications, attend the scheduled site walkthrough visit to view the work site(s), verify measurements, install site material and condition, and to fully inform themselves as to all existing conditions and limitations. Failure to do so will be at the bidder's risk.

5.11. Background Checks:

5.11.1. In an effort to minimize the risks to students, staff and school property and the related liability from, all personnel having school premise contact shall be required to:

- A. Have training and experience in the services described herein.
- B. Have met any and all other regulatory requirements whether federal, state, or insurance company imposed. This includes the background and fingerprinting requirements of the District, if required.
- C. Have proof of the above.

5.11.2. Compliance with Terms and Conditions: The bidder is cautioned when submitting pre-printed terms and conditions to make sure such documents do not contain statements, which conflict with those of the IFB and its requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and

conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Districts terms and conditions may render a bidders response non-responsive and remove it from consideration for award. Bidders are cautioned that the District will not award a non-compliant bid and, as a result, any bidder indicating non-compliance with any requirements, terms, conditions and provisions of the bid may be eliminated from further consideration for award.

5.12. General Scope of Work:

5.12.1. This document establishes the minimum Scope of Work for the School Cafeteria Equipment upgrades and installation services for the District's equipment as described herein.

5.12.2. The project includes all labor, materials, equipment, supplies, taxes, fuel and any and all other items necessary to accomplish the service installation and equipment requested herein.

5.12.3. Equipment shall be of the latest design; new and unused, unless indicated otherwise in the item specifications, complete with all standard parts for normal operations and including such accessories or materials as may be required to comply with these specifications.

5.12.4. Provide neat openings or cutouts required to permit passage of plumbing and electrical services by related trades and to accommodate mounted switches and receptacles in the equipment.

5.12.5. Related work specified if necessary to include but not limited to:

5.12.5.1. Finished floor and walls, structural supports for all ceiling supported equipment if necessary.

5.12.5.2. Connecting piping, waste lines, traps and vent piping, complete with shut-off valves to all the equipment, and the rough-in sanitary waste, domestic water, floor drains and plumbing fixtures except those provided and all related mechanical work.

5.12.5.3. Exhaust ventilating system complete with blowers, ductwork, hangers, access panels, and insulation between the exhaust collars and the exhaust blower if required.

5.12.5.4. External wiring; the mounting and wiring of motor starters, solenoid valves, switches and receptacles not integral with the equipment; connecting conduit, and external connections to equipment to the building electrical distribution system.

5.13. Regulatory Agencies

5.13.1.1. Work shall be in accordance with the governing health, building and safety, and fire protection codes and regulations.

- 5.13.1.2. Standards of the National Sanitation Foundation (NSF) shall serve as guidelines for the work of this invitation for bid.
- 5.13.1.3. Electrical equipment and accessories shall conform to the standards of the National Electric Manufacturers Association, Underwriters Laboratories, Inc. (UL). or Electrical Testing Station (ETS).
- 5.13.1.4. Steam generating equipment and accessories shall conform to the standards of the American Gas Association and the American National Standards Institute (ANSI).
- 5.13.1.5. Energy Star - Specified Energy Star rated equipment and appliances shall service as the standard for all types of equipment and appliances whenever possible.

5.14. Execution

- 5.14.1.1. Sanitation Requirements: Equipment shall be installed in accordance with the manufactures instructions and the best practices of the food service industry, with careful attention to eliminating all cracks, crevices and concealed spaces in wet areas that would be difficult to clean up or keep free of vermin and soil.

5.15. Examination and Acceptance

- 5.15.1.1. Verify water pressure and provide necessary reducing valves if required.
- 5.15.1.2. Examine space in which specified work is to be installed to assure that conditions are satisfactory for the installation of specified work.
- 5.15.1.3. Obtain and verify all measurements and conditions on the job, and assume responsibility in respect to the project.
- 5.15.1.4. Inspect flooring and raised concrete base, wall finishes, painting, ceiling and all related work for the readiness to commence installation of equipment. Verify the existence of required mechanical and electrical rough-ins.

5.16. Cleaning up

- 5.16.1.1. Debris and surplus materials resulting from demolition and installation work shall be removed promptly as work progresses, to a location indicated by the General Contractor other than the surplus equipment of which must be delivered promptly to the District warehouse.
- 5.16.1.2. All equipment removed carefully and without damage from site and then equipment must be immediately taken to the District warehouse, located at the General Services Center 1458 E. Chestnut Expressway, Springfield, MO. 65802.

- 5.16.1.3. Following completion, and before final acceptance by the District, clean finished surfaces in accordance with the manufacturer's instructions, and leave specified work free imperfections.
- 5.16.1.4. Provide the Director of Nutrition Services with a loose-leaf bound manual of operating and maintenance instructions and other information pertaining to the proper operation and upkeep of the various equipment items.
- 5.16.1.5. Submit guarantees and warranties in the above-specified manual with all warranty cards completed and becoming effective at the time the equipment was satisfactorily demonstrated.

5.17. Bidders Qualifications

- 5.17.1.1. Properly licensed as required by the State of Missouri, the City of Springfield, and Greene County to render the services described herein this solicitation;
- 5.17.1.2. Have available facilities and/or equipment to render the services discussed herein;
- 5.17.1.3. Technical knowledge and at least three (3) years of experience in work or related work as described herein;
- 5.17.1.4. Available manpower to render the services;
- 5.17.1.5. Adequate financial status to meet the financial obligations incident to the work;
- 5.17.1.6. Has no just or proper claim pending against Contractor or Company;
- 5.17.1.7. Verification of Insurance, such as worker's compensation, commercial general liability and automobile liability insurance.

5.18. Permits

- 5.18.1.1. All permits necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work as specified.
- 5.18.1.2. Bidders shall include in the bid a sum to cover the cost of items or work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor.

OFFEROR'S WARRANTIES

- A. Offeror warrants that it is willing and able to comply with State of Missouri laws.
- B. Offeror warrants that it is willing and able to maintain the following insurance coverage during the life of this contract:
 - 1. Worker’s Compensation Missouri Statutory coverage, including Employer’s Liability for a limit of 1,000,000/\$1,000,000/\$1,000,000.
 - 2. Comprehensive General Liability Insurance (Occurrence Basis), including completed operations, broad form property damage and contractual liability for the Indemnification Agreement contained in the Contract in the amounts of:

\$1,000,000/\$2,000,000 General Aggregate
 - 3. Comprehensive Automobile Liability of \$1,000,000 Combined Single Limit including any Owned Auto and Hired and Non-Owned Auto.
 - 4. Employers Liability \$1,000,000
 - 5. Contractors Pollution Liability \$1,000,000/\$2,000,000
- C. Insurance shall be written through a company that is authorized to do business in the State of Missouri. Prior to commencement of any work under this Contract, the Contractor shall provide Certificates of Insurance for the above coverage to the Director of Purchasing, School District of Springfield R-12, 1458 E, Chestnut Expressway, Springfield, Missouri, 65802. This bid number must be shown on all certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.
- D. Offeror warrants that it will not delegate or subcontract its responsibilities under an Agreement without the prior written permission of the District.
- E. Offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Line	DESCRIPTION	QTY.	PRICE
1	<p>Hot Food Unit - Duke Manufacturing Model: TEHF-60SS (No substitutions)</p> <p>1. One (1) Model TEHF-60SS Thurmaduke™ Hot Food Unit, mobile, electric, 60"W x 32"D x 36"H, 16ga stainless steel top, (4) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga stainless steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)</p> <p>2. One (1) Model TEHF60-208-1 208v/60/1-ph, 3600 watts, 17.3 amps</p> <p>3. One (1) Model SOLID-HD-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks</p> <p>4. One (1) Model MOD-15 6" high stainless steel legs in lieu of standard casters, with stainless steel adjustable foot</p> <p>5. One (1) Model TS540-60 Thurmaduke™ Designer Sneeze Guard, 59-5/8"W x 18-3/8"D x 18"H, self-service style, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified</p> <p>6. One (1) Model SSS Stainless Steel Shelf, in lieu of standard painted steel</p> <p>Manufacturer _____</p> <p>Model No. _____</p> <p>Warranty _____</p>	1	\$ _____
2	<p>Solid Top Unit - Duke Manufacturing Model: TST-32SS (No substitutions)</p> <p>1. One (1) Model TST-32SS Thurmaduke™ Solid Top Unit, mobile utility counter, 32"W x 32"D x 36"H, 16ga stainless steel top, 20ga stainless steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF</p> <p>2. One (1) Model SOLID-HD-2CU Tray Slide, customer's side, 32" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks</p> <p>3. One (1) Model MOD-15 6" high stainless steel legs in lieu of standard casters, with stainless steel adjustable foot</p> <p>Manufacturer _____</p> <p>Model No. _____</p> <p>Warranty _____</p>	1	\$ _____

Line	DESCRIPTION	QTY.	PRICE
3	<p>Solid Top Unit - Duke Manufacturing Model: TST-46SS (No substitutions)</p> <ol style="list-style-type: none"> One (1) Model TST-46SS Thurmaduke™ Solid Top Unit, mobile utility counter, 46"W x 32"D x 36"H, 16ga stainless steel top, 20ga stainless steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF One (1) Model SOLID-HD-3CU Tray Slide, customer's side, 46" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks One (1) Model MOD-15 6" high stainless steel legs in lieu of standard casters, with stainless steel adjustable foot One (1) Model TS580-46-1SN Thurmaduke™ Designer Sneeze Guard, 45-5/8"W x 16-1/2"D x 20"H, (1) sided self-service style, 2-tier with glass shelves, adjustable front glass, painted end panels & 1/4" acrylic end guards (NOTE: upper deck for wrapped food only), cULus, UL EPH Classified One (1) Model SSS Stainless Steel Shelf, in lieu of standard painted steel <p>Manufacturer _____</p> <p>Model No. _____</p> <p>Warranty _____</p>	1	\$ _____
4	<p>Solid top Unit - Duke Manufacturing Model: TST-46SS (No substitutions)</p> <ol style="list-style-type: none"> One (1) Model TST-46SS Thurmaduke™ Solid Top Unit, mobile utility counter, 46"W x 32"D x 36"H, 16ga stainless steel top, 20ga stainless steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF One (1) Model SOLID-HD-3CU Tray Slide, customer's side, 46" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks One (1) Model MOD-15 6" high stainless steel legs in lieu of standard casters, with stainless steel adjustable foot One (1) Model TDST-X-1 For special length not listed (maximum one-piece length of 88"): To next longer standard unit price...ADD (for TST models). Kitchen Equipment Contractor to field measuring opening before fabrication of serving line <p>Manufacturer _____</p> <p>Model No. _____</p> <p>Warranty _____</p>	1	\$ _____

Line	DESCRIPTION	QTY.	PRICE
5	<p>Option 1: Custom demolition and removal of current unit/items and equipment delivered from Pershing K-8 Cafeteria to the General Service Cntr.</p> <p>Contractor to carefully remove and deliver the sites existing serving line equipment that is to be disconnected and delivered to the General Services Center by contracted vendor.</p>	1	\$_____
	<p>Option 2: Contractor provide demolition and District remove and deliver current equipment</p> <p>District to pick-up and deliver the sites existing serving line equipment that is to be disconnected to the General Services Center.</p>	1	\$_____
Total Cost:			\$_____

6. Delivery:

District desired demolition and installation date range from start to completion: March 13-20, 2020, is this date attainable. Yes ____ No____

If you answered No above; what is your estimated demolition and installation date range:

7. Warranty Work:

7.1. Please provide the local contact information of who will perform the warranty work.

Name: _____

Address: _____

Phone: _____

Who should be contacted when warranty work is needed?

Name: _____

Phone: _____

8. Questions:

Bidders should email or fax their questions and comments regarding this bid to Kasey Roberts, Buyer. The fax number is 417-523-0496 and email at kmroberts@spsmail.org

Substitute W-9 Request for Taxpayer Identification Number and Certification

PART I – PERSONAL or BUSINESS INFORMATION	
Please type or print legibly	1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)
	2-BUSINESS NAME (DBA-doing business as), if different from above.
	3-CHECK ONE BOX to identify the type of business named above. <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Non-profit 501(c) <input type="checkbox"/> Associations/Estate or Trust <input type="checkbox"/> Government Entity (Exempt under section 501(a)) <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Foreign Entity(fill out appropriate W-form) <input type="checkbox"/> LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) <input type="checkbox"/> [] Disregarded entity [] Partnership [] C Corporation [] S Corporation <input type="checkbox"/> Other _____
	4-EXEMPTIONS Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	5-BUSINESS ENTERPRISE STATUS Disadvantage Business Enterprise ___ Yes ___ No; Women Business Enterprise ___ Yes ___ No; Minority Business Enterprise ___ Yes ___ No
	6-ADDRESS - Street (include number, apt # or suite number) _____ City _____ State _____ ZIP _____ E-mail address (Required) _____ Phone # (Required) _____
	7-DESCRIBE GOODS OR SERVICES PROVIDED _____ _____
PART II – TAXPAYER IDENTIFICATION NUMBER (TIN)	
Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).	
SSN <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	TIN / EIN <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Under penalties of perjury, I certify that:	
PART III - CERTIFICATION	
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, and
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3	I am a U.S. citizen or other U.S. person (see definition below).
4	The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
Sign here >	Date >

GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).	
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> - An individual who is a U.S. citizen or U.S. resident alien, - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, - An estate (other than a foreign estate), or - A domestic trust (as defined in Regulations section 301.7701-7). 	
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of the income from such business. Further, in certain cases where a form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.	

FELONY CONVICTION NOTIFICATION FORM

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with schoolchildren has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM FORM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____(signature)

Printed Name and Title: _____

For and on behalf of: _____(company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT FORM

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein. am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

2. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

3. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company
name) Title: _____

Subscribed and sworn to before me on this __ day of _____, 20__.

My commission expires: _____

NOTARY PUBLIC

9. Bid Submittal:

- 9.1. Bids received after the closing date and time will not be considered. **No Exceptions**
- 9.2. The sealed envelope or container containing the bid should be clearly marked on the outside with the official bid number, title, and the official closing time and date. Please use the below label to cut and place on the outside of the envelope.



SEALED BID – DO NOT OPEN	
SEALED BID NO: S20B-0053	
BID TITLE: School Cafeteria Equipment Upgrades – Pershing K-8.	
DUE DATE/TIME: February 11, 2020 @ 2:00P.M.	
SUBMITTED BY: _____ (NAME OF COMPANY)	
DELIVER TO:	Purchasing Department School District of Springfield R-12 1458 E Chestnut Expwy. Springfield, MO 65802